

# **EXHIBIT B**

# EMPLOYEE NEW HIRE PACK

**Bastardo**

**191 7<sup>th</sup> Ave**

Employee's Name: SY YaCoubie

Position: Delivery

Hire Date: 11 / 25 / 15



MANGARONI LLC

## Employee Information

## Personal Information

Full Name: \_\_\_\_\_  
Last First M.I.  
 Address: 358 E 163<sup>rd</sup> St 5F/Bklyn 10451 NY  
Street Address City State ZIP Code  
 Home Phone: ( ) Cell Phone: [REDACTED]  
 E-mail Address: \_\_\_\_\_  
 Social Security Number: [REDACTED]  
 Birth Date: [REDACTED]

## Job Information

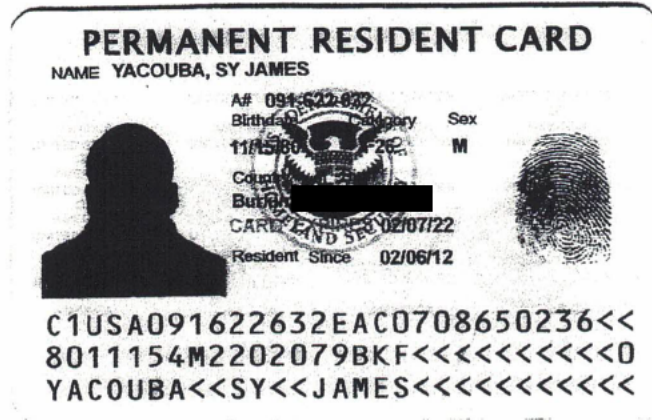
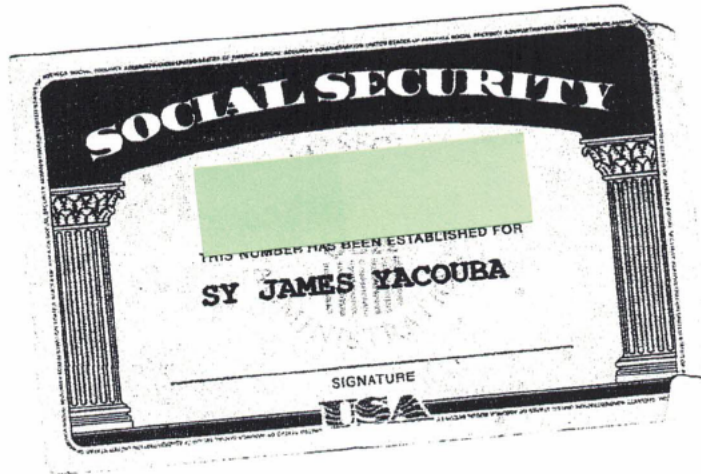
Job Title: Delivery Employee ID: \_\_\_\_\_ (filled in by office)  
 Supervisor: Shawn F Ibrahim Department: FOH (kitchen, front, etc)  
 Start Date: 11/25/15 Payrate: \$ 7

## Emergency Contact Information

Full Name: SY JAMES YACOURA  
Last First M.I.  
 Address: 358 E 163<sup>rd</sup> St Bklyn NY  
Street Address City State ZIP Code  
 Primary Phone: [REDACTED] Alternate Phone: [REDACTED]  
 Relationship: WORK

\*Manager:

Please make sure that ALL INFORMATION IS COMPLETE on this form. ✓





**Form W-4 (2015)**

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2015 expires February 16, 2016. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

**Exceptions.** An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2015. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at [www.irs.gov/w4](http://www.irs.gov/w4).

**Personal Allowances Worksheet (Keep for your records.)**

<b>A</b>	Enter "1" for <b>yourself</b> if no one else can claim you as a dependent . . . . .	<b>A</b>	<u>1</u>
<b>B</b>	Enter "1" if: { • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. } . . . . .	<b>B</b>	<u>1</u>
<b>C</b>	Enter "1" for your <b>spouse</b> . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	<b>C</b>	<u>1</u>
<b>D</b>	Enter number of <b>dependents</b> (other than your spouse or yourself) you will claim on your tax return . . . . .	<b>D</b>	<u>1</u>
<b>E</b>	Enter "1" if you will file as <b>head of household</b> on your tax return (see conditions under <b>Head of household</b> above) . . . . .	<b>E</b>	<u>1</u>
<b>F</b>	Enter "1" if you have at least \$2,000 of <b>child or dependent care expenses</b> for which you plan to claim a credit . . . . .	<b>F</b>	<u>1</u>
<b>G</b>	<b>Child Tax Credit</b> (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$65,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child . . . . .	<b>G</b>	<u>3</u>
<b>H</b>	Add lines A through G and enter total here. ( <b>Note.</b> This may be different from the number of exemptions you claim on your tax return.)  For accuracy, complete all worksheets that apply. • If you plan to <b>itemize</b> or <b>claim adjustments to income</b> and want to reduce your withholding, see the <b>Deductions and Adjustments Worksheet</b> on page 2. • If you are <b>single</b> and <b>have more than one job</b> or are <b>married and you and your spouse both work</b> and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the <b>Two-Earners/Multiple Jobs Worksheet</b> on page 2 to avoid having too little tax withheld. • If <b>neither</b> of the above situations applies, <b>stop here</b> and enter the number from line H on line 5 of Form W-4 below.	<b>H</b>	<u>3</u>

Separate here and give Form W-4 to your employer. Keep the top part for your records.

<b>Form W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b> Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		OMB No. 1545-0074 <b>2015</b>
1 Your first name and middle initial <u>SV</u>		Last name <u>YALOWBA</u>		
Home address (number and street or rural route) <u>359 E 163rd St</u> City or town, state, and ZIP code <u>Brown 10451</u>		3 <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		6 Additional amount, if any, you want withheld from each paycheck		5 <u>3</u> 6 \$
7 I claim exemption from withholding for 2015, and I certify that I meet <b>both</b> of the following conditions for exemption. • Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b> • This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability. If you meet both conditions, write "Exempt" here . . . . .		7 <u>1</u>		
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.) <u>[Signature]</u>		Date <u>11/25/15</u>		
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)		10 Employer identification number (EIN)





## AT-WILL EMPLOYMENT ACKNOWLEDGMENT

I acknowledge that my employment at Bocca Di Bacco is "at-will", meaning that the terms of employment may be changed with or without notice, with or without cause, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. I have entered into my employment with Bocca Di Bacco voluntarily, and acknowledge that there is no agreement or contract express or implied between Bocca Di Bacco and me for continuing or long-term employment. While supervisors and managers have certain hiring authority, no supervisor or manager or representative of Bocca Di Bacco has any authority to alter the at-will relationship.

Employee Signature:

Date:

11/25/15

Employee Name (typed or printed)

SY YACOURA



New York State Department of Taxation and Finance

**Employee's Withholding Allowance Certificate**

New York State • New York City • Yonkers

**IT-2104**

First name and middle initial <b>SY-JAMES-YACOUBA</b>		Last name <b>[REDACTED]</b>	
Permanent home address (number and street or rural route) <b>BROOKLYN 10451-358E 163rd ST</b>		Apartment number	Single or head of household <input checked="" type="checkbox"/> Married, but withhold at higher single rate <input type="checkbox"/> <small>Note: If married but legally separated, mark an X in the Single or Head of household box.</small>
City, village, or post office <b>BROOKLYN</b>	State <b>NY</b>	ZIP code <b>10451-358E</b>	
Are you a resident of New York City? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Are you a resident of Yonkers? ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
<b>Complete the worksheet on page 3 before making any entries.</b>			
1 Total number of allowances you are claiming for New York State and Yonkers, if applicable (from line 17) .....		1	<b>0</b>
2 Total number of allowances for New York City (from line 28) .....		2	<b>3</b>
<b>Use lines 3, 4, and 5 below to have additional withholding per pay period under special agreement with your employer.</b>			
3 New York State amount .....		3	<b>0</b>
4 New York City amount .....		4	<b>3</b>
5 Yonkers amount .....		5	<b>3</b>

I certify that I am entitled to the number of withholding allowances claimed on this certificate.

Employee's signature <b>[Signature]</b>	Date <b>11/25/15</b>
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**Penalty.** - A penalty of \$500 may be imposed for any false statement you make that decreases the amount of money you have withheld from your wages. You may also be subject to criminal penalties.

**Employee: detach this page and give it to your employer; keep a copy for your records.****Employers only:** Mark an X in box A and/or box B to indicate why you are sending a copy of this form to New York State (see instr.):A Employee claimed more than 14 exemption allowances for NYS ..... A ☐B Employee is a new hire or a rehire ... B ☒ First date employee performed services for pay (mm-dd-yyyy) (see instr.): **11/25/15**Are dependent health insurance benefits available for this employee? ..... Yes ☐ No ☐If Yes, enter the date the employee qualifies (mm-dd-yyyy): 

Employer's name and address (Employer: complete this section only if you are sending a copy of this form to the NYS Tax Department.) <b>MANGARONI LLC</b> <b>191 7TH AVENUE, NEW YORK, NY 10011</b>	Employer identification number <b>061640992</b>
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**Instructions****Changes effective for 2013**

Form IT-2104 has been revised for tax year 2013. The worksheet on page 3 used to compute your withholding allowances and the charts beginning on page 4 used to enter an additional dollar amount of withholding have been revised. If you previously filed a Form IT-2104 and used the worksheet or charts, you should complete a new 2013 Form IT-2104 and give it to your employer.

**Who should file this form**

This certificate, Form IT-2104, is completed by an employee and given to the employer to instruct the employer how much New York State (and New York City and Yonkers) tax to withhold from the employee's pay. The more allowances claimed, the lower the amount of tax withheld.

If you do not file Form IT-2104, your employer may use the same number of allowances you claimed on federal Form W-4. Due to differences in tax law, this may result in the wrong amount of tax withheld for New York State, New York City, and Yonkers. Complete Form IT-2104 each year and file it with your employer if the number of allowances you may claim

is different from federal Form W-4 or has changed. Common reasons for completing a new Form IT-2104 each year include the following:

- You started a new job.
- You are no longer a dependent.
- Your individual circumstances may have changed (for example, you were married or have an additional child).
- You itemize your deductions on your personal income tax return.
- You claim allowances for New York State credits.
- You owed tax or received a large refund when you filed your personal income tax return for the past year.
- Your wages have increased and you expect to earn \$102,900 or more during the tax year.
- The total income of you and your spouse has increased to \$102,900 or more for the tax year.
- You have significantly more or less income from other sources or from another job.
- You no longer qualify for exemption from withholding.
- You have been advised by the Internal Revenue Service that you are entitled to fewer allowances than claimed on your original federal Form W-4, and the disallowed allowances were claimed on your original Form IT-2104.





# Employment Eligibility Verification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS

Form I-9

OMB No. 1615-0047

Expires 03/31/2016

▶ **START HERE.** Read instructions carefully before completing this form. The instructions must be available during completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

## Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.)

Last Name (Family Name) <b>YACOURBA</b>		First Name (Given Name) <b>SY</b>		Middle Initial <b>JAMES</b>	Other Names Used (if any)	
Address (Street Number and Name) <b>359 E 163rd St</b>		Apt. Number <b>5F</b>	City or Town <b>NY/Bronx</b>		State <b>NY</b> <input checked="" type="checkbox"/>	Zip Code <b>10451</b>
Date of Birth (mm/dd/yyyy) <b>11/15/80</b>		Address			Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- ☐ A citizen of the United States
- ☐ A noncitizen national of the United States (See instructions)
- ☐ A lawful permanent resident (Alien Registration Number/USCIS Number): [REDACTED]
- ☒ An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) \_\_\_\_\_. Some aliens may write "N/A" in this field. (See instructions)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number **OR** Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: \_\_\_\_\_

**OR**

2. Form I-94 Admission Number: \_\_\_\_\_

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: \_\_\_\_\_

Country of Issuance: \_\_\_\_\_

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (See instructions)

Signature of Employee:	Date (mm/dd/yyyy): <b>11/25/19</b>
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## Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.)

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator:		Date (mm/dd/yyyy):	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State <input checked="" type="checkbox"/> Zip Code



Employer Completes Next Page



### Arbitration Agreement

This Arbitration Agreement ("**Agreement**") is made and entered into as of November 25, 2015 (the "**Effective Date**") by and between Mangaroni LLC (the "**Employer**") and Sy James Yacoub an individual (the "**Employee**") (the Employer and the Employee are collectively referred to herein as the "**Parties**").

1. Intent of the Agreement. It is the intent of Employee and the Employer that this Agreement will govern the resolution of all disputes, claims and any other matters in question arising out of or relating to the Parties' employment relationship or termination of that relationship. The Parties shall resolve all disputes arising out of or relating to the Parties' employment relationship or termination of that relationship in accordance with the provisions of this Agreement.
2. Mandatory Arbitration. Employer and Employee agree that any claim, complaint, or dispute that arises out of or relates in any way to the Parties' employment relationship, whether based in contract, tort, federal, state, or municipal statute, fraud, misrepresentation, or any other legal theory, shall be submitted to binding arbitration to be held in New York County, New York and administered by the American Arbitration Association in accordance with American Arbitration Association Rules applicable at the time the arbitration is commenced. If the American Arbitration Association Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern. If the named arbitration forum becomes unavailable, the parties assent to arbitration before a substitute arbitrator. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of dispute between the parties. The Arbitrator's decision shall be final and binding upon the Employer and Employee. Nothing in this provision shall preclude Parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.
3. Covered Claims. This Agreement to arbitrate covers all grievances, disputes, claims, or causes of action (collectively, "**claims**") that otherwise could be brought in a federal, state, or local court or agency under applicable federal, state, or local laws, arising out of or relating to Employee's employment with the Employer and the termination thereof, including claims Employee may have against the Employer or against its officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, or that the Employer may have against Employee. The claims covered by this Agreement include, but are not limited to, claims for breach of any contract or covenant (express or implied), tort claims, claims for wages or other



compensation due, claims for wrongful termination (constructive or actual), claims for discrimination or harassment (including, but not limited to, harassment or discrimination based on race, age, color, sex, gender, national origin, alienage or citizenship status, creed, religion, marital status, partnership status, military status, predisposing genetic characteristics, medical condition, psychological condition, mental condition, criminal accusations and convictions, disability, sexual orientation, or any other trait or characteristic protected by federal, state, or local law), claims for violation of any federal, state, local or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Fair Labor Standards Act, as amended, the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended, the Civil Rights Act of 1991, as amended, Section 1981 of U.S.C. Title 42, the Sarbanes-Oxley Act of 2002, as amended, the Worker Adjustment and Retraining Notification Act, as amended, the Age Discrimination in Employment Act, as amended, the Uniform Services Employment and Reemployment Rights Act, as amended, the Genetic Information Nondiscrimination Act, the New York State Human Rights Law, the New York Labor Law, the New York Civil Rights Law, all of their respective implementing regulations and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise). Claims are covered by this agreement regardless of whether they have already accrued or will accrue in the future.

4. Claims Not Covered. Claims not covered by this Agreement are claims for workers' compensation, unemployment compensation benefits or any other claims that, as a matter of law, the Parties cannot agree to arbitrate. Nothing in this Agreement shall be interpreted to mean that Employee is precluded from filing complaints with the New York State Division of Human Rights and/or the federal Equal Employment Opportunity Commission and National Labor Relations Board.

5. Waiver of Class Action and Representative Action Claims. Except as otherwise required under applicable law, Employee and Employer expressly intend and agree that: (a) class action and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) each will not assert class action or representative action claims against the other in arbitration or otherwise; and (c) Employee and Employer shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person. Further, Employee and Employer expressly intend and agree that any claims by the Employee will not be joined, consolidated, or heard together with claims of any other employee. Notwithstanding anything to the contrary in the American Arbitration Association Rules, and the general



grant of authority to the arbitrator in paragraphs 1 and 2 of the power to determine issues of arbitrability, the arbitrator shall have no jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings or to join any other party to an arbitration between Employer and Employee. The validity and effect of this paragraph 5 shall be determined exclusively by a court and not by an arbitrator.

6. Waiver of Trial by Jury. The Parties understand and fully agree that by entering into this Agreement to arbitrate; they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

7. Claims Procedure. Arbitration shall be initiated upon the express written notice of either party. The aggrieved party must give written notice of any claim to the other party. Written notice of an Employee's claim shall be mailed by certified or registered mail, return receipt requested, to the Employer's President at 7 Hathaway Lane, Manhasset, New York 11030 ("**Notice Address**"). Written notice of the Employer's claim will be mailed to the last known address of Employee. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. Written notice of arbitration shall be initiated within the same time limitations that New York law applies to those claim(s).

8. Arbitrator Selection. The Arbitrator shall be selected as provided in the American Arbitration Association Rules and Procedures.

9. Discovery. The Arbitrator shall have the authority to set deadlines for completion of discovery. The Arbitrator shall decide all discovery disputes.

10. Substantive Law. The Arbitrator shall apply the substantive state or federal law (and the law of remedies, if applicable) as applicable to the claim(s) asserted. Claims arising under federal law shall be determined in accordance with federal law. Common law claims shall be decided in accordance with New York substantive law, without regard to conflict of laws principles.

11. Motions. The Arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to set deadlines for filing motions for summary judgment, and to set briefing schedules for any motions. The Arbitrator may allow the filing of a dispositive motion if the Arbitrator determines that

the moving party has shown substantial cause that the motion is likely to succeed and dispose of or narrow the issues in the case. The Arbitrator shall have the authority to adjudicate any cause of action, or the entire claim, pursuant to a motion for summary adjudication and in deciding the motion, shall apply the substantive law applicable to the cause of action.

12. Compelling Arbitration/Enforcing Award. Either party may ask a court to stay any court proceeding, to compel arbitration under this Agreement and to confirm, vacate, or enforce an arbitration award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. Arbitration Fees and Costs. Employer and Employee shall each pay one-half of the costs and expenses of such arbitration, and each party shall pay its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the Arbitrator may award reasonable attorneys' fees in accordance with the applicable statute or written agreement. The Arbitrator shall resolve any dispute as to the reasonableness of any fee or cost that may be awarded under this paragraph.

14. Term of Agreement. This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified in writing signed by both Parties that specifically states an intent to revoke or modify this Agreement and is signed by Robert Malta.

15. Severability. If any provision of this Agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Agreement to arbitrate.

16. Voluntary Agreement. By executing this Agreement, the Parties represent that they have been given the opportunity to fully review, and comprehend the terms of this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date above.

Mangaroni LLC

By  \_\_\_\_\_

Name: Tarek Alam

Title: President

EMPLOYEE

Signature:  \_\_\_\_\_

Print Name:  \_\_\_\_\_





# Notice and Acknowledgement of Pay Rate and Payday

## Under Section 195.1 of the New York State Labor Law Notice for Multiple Hourly Rate Employees

### 1. Employer Information

Name:

MANGARONI LLC

Doing Business As (DBA) name(s):

BOCCA DI BACCO

FEIN (optional):

061640992

Physical Address:

191 7TH AVENUE  
NEW YORK, NY 10011

Mailing Address:

119 W 72ND STREET, PMB 400  
NEW YORK, NY 10023

Phone: (212) 675-5980

### 2. Notice given:

- ☒ At hiring  
☐ On or before February 1  
☐ Before a change in pay rate (s), allowances claimed or payday

### 3. Employee's rate(s) of pay for each type of work or shift:

\$ 7 per hour for Delivery  
\$ \_\_\_\_\_ per hour for \_\_\_\_\_  
\$ \_\_\_\_\_ per hour for \_\_\_\_\_

### 4. Allowances taken:

- ☒ None  
☐ Tips \_\_\_\_\_ per hour  
☐ Meals \_\_\_\_\_ per meal  
☐ Lodging \_\_\_\_\_  
☐ Other \_\_\_\_\_

### 5. Regular payday: FRIDAY

### 6. Pay is:

- ☒ Weekly  
☐ Bi-weekly  
☐ Other

### 7. Overtime Pay Rate(s) for each type of work or shift:

This must be at least 1½ times the worker's weighted average of the multiple rates of pay for the week, with few exceptions. The weighted average is the total regular pay divided by the total hours worked in the week. The overtime rate may vary from week to week depending on how many hours you worked at

each rate of pay. The overtime rate may vary from week to week.

### 8. Employee Acknowledgement:

On this day I have been notified of my pay rate, overtime rate (if eligible), allowances, and designated payday on the date given below. I told my employer what my primary language is.

#### Check one:

- ☒ I have been given this pay notice in English because it is my primary language.  
☐ My primary language is \_\_\_\_\_. I have been given this pay notice in English only, because the Department of Labor does not yet offer a pay notice form in my primary language.

SV-JAMES-YALCOUBA  
Print Employee's Name

[Signature]  
Employee's Signature

11/25/15  
Date

[Signature]  
Preparer's Name and Title

The employee must receive a signed copy of this form. The employer must keep the original for 6 years.



### Receipt of Employee Handbook

This is to acknowledge that *I have received a copy of Bocca Di Bacco's Employee Handbook*, which has a revision date of **02/20/2015** and supersedes any other Handbooks (or policies) I may have received during my employment.

I understand that this Handbook is intended to serve as a guide to *Bocca Di Bacco's* policies and procedures, and that all policies and procedures described in this handbook are at all times subject to modification by the Company.

I acknowledge that nothing contained in the Handbook creates a binding contract and that my employment is at-will, which means that it is for no set period of time and may be terminated by me or the Company at any time with or without cause. Nothing shall have the effect of changing the at-will status of my employment other than a written agreement signed by me and a representative of the Company specifically changing that status.

Additional copies of this Employee Handbook can be requested from my General Manager. If I have questions, I may contact the Management Team or Human Resources.

Included in the handbook are:

- ✓ Working Guidelines
- ✓ Sexual Harassment Policy
- ✓ Workplace Violence Policy
- ✓ Ethics and Integrity Policy
- ✓ Drug and Alcohol Policy

Employee Name SY-JAMES-YALOWBA

Employee Signature [Signature] Date 11/25/15

Supervisor Name Sherril Ibslin

Supervisor Signature [Signature] Date 11/25/15



### Consent, Release and Waiver of Photographs and Video

I understand that it is permissible to record (to a digital recorder, VHS tape, or other device) video surveillance or photographic images for the purpose of customer and staff security and safety, and that these images may be made available to Management or Law Enforcement officials as necessary with the voluntary consent of the undersigned. I also understand that Management or Law Enforcement may use said imagery for the purposes of disciplinary action or prosecution.

I understand that video surveillance of the following areas is permissible:

- Entries and exits both inside and outside of the establishment
- Hallways and storage areas within the restaurant
- All dining and bar areas
- All kitchen and prep areas
- All offices and managerial stations

I understand that video surveillance of the following areas is NOT permissible

- Restrooms or changing areas
- All other areas deemed private employee break areas by the establishment

I understand that Management is not responsible for, and will not be held liable for any lost, stolen or damaged items, but that these security measures are being taken to assure a more secure work environment.

I, the undersigned hereby declare that the terms of this consent, release and waiver have been completely reads and are fully understood and voluntarily accepted for the purpose of aforesaid and for the express purpose of precluding forever any further or additional claims arising out of aforesaid photographs and/or video tapes.

  
\_\_\_\_\_  
Signature

SY-SAMAS-YACOURA  
Print Name

11/25/15  
\_\_\_\_\_  
Date





## ACKNOWLEDGEMENT OF RECEIPT

I have received notice of The New Health Insurance Marketplace Coverage Options under the Affordable Care Act (ACA) prior to October 1, 2013.

X SV-JAMES YALOW BA  
EMPLOYEE NAME

X   
EMPLOYEE SIGNATURE